

Supplier: utah correctional industry



State of Utah

Invitation for Bid

State Cooperative Contract

Legal Company Name (include d/b/a if applicable) Utah Correctional Industries		Federal Tax Identification Number		State of Utah Sales Tax ID Number	
Ordering Address PO box		City Draper	State utah	Zip Code	
Remittance Address (if different from ordering address) 14072 south Pony Express Rd.		City Draper	State utah	Zip Code 84020	
Type <input type="radio"/> Corporation <input type="radio"/> Partnership <input type="radio"/> Proprietorship Government		Company Contact Person Jeff Woodall			
Telephone Number (include area code) 801-576-7700	Fax Number (include area code) 801-572-0247	Email Address jwoodall@utah.gov			
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered) 5%		Days Required for Delivery After Receipt of Order (see attached for any required minimums) 2-5 days			
Brand/Trade Name Minimum Order 250		Price Guarantee Period (see attached specifications for any required minimums) Company's Internet Web Address uciprintshop.corrections.utah.gov			

The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah.

Yes **NO** D. If no, enter where produced, etc.

Offeror's Authorized Representative's Signature Jeff Woodall	Print or type name and title Jeff Woodall	Date 1-26-2015
State of Utah Division of Purchasing Approval <i>Paul Marshall</i> Kent Beers, Director		Date 2/3/15
		Contract Number

Note: When approved and signed by the State Director of Purchasing, this document becomes the contract.

NOTICE

When submitting a response (proposal, quote or bid) electronically through BidSync, it is the sole responsibility of the supplier to ensure that the response is received by BidSync prior to the closing date and time. Each of the following steps in BidSync MUST be completed in order to place an offer:

- A. Login to www.bidsync.com;
- B. Locate the bid (solicitation) to which you are responding;
 - a. Click the "Search" tab on the top left of the page;
 - b. Enter keyword or bid (solicitation) number and click "Search";
- C. Click on the "Bid title/description" to open the Bid (solicitation) Information Page;
- D. "View and Accept" all documents in the document section;
- E. Select "Place Offer" found at the bottom of the page;
- F. Enter your pricing, notes, other required information and upload attachments to this page;
- G. Click "Submit" at the bottom of the page;
- H. Review Offer(s); and
- I. Enter your password and click "Confirm".

Note that the final step in submitting a response involves the supplier's acknowledgement that the information and documents entered into the BidSync system are accurate and represent the supplier's actual proposal, quote or bid. This acknowledgement is registered in BidSync when the supplier clicks "Confirm". BidSync will post a notice that the offer has been received. This notice from BidSync MUST be recorded prior to the closing date and time or the response will be considered late and will not be accepted.

Be aware that entering information and uploading documents into BidSync may take considerable time. Please allow sufficient time to complete the online forms and upload documents. Suppliers should not wait until the last minute to submit a response. It is recommended that suppliers submit responses a minimum of 24 hours prior to the closing deadline. The deadline for submitting information and documents will end at the closing time indicated in the solicitation. All information and documents must be fully entered, uploaded, acknowledged (Confirm) and recorded into BidSync before the closing time or the system will stop the process and the response will be considered late and will not be accepted.

Responses submitted in BidSync are completely secure. No one (including state purchasing staff) can see responses until after the deadline. Suppliers may modify or change their response at any time prior to the closing deadline. However, all modifications or changes must be completed and acknowledged (Confirm) in the BidSync system prior to the deadline. BidSync will post a notice that the modification/change (new offer) has been received. This notice from BidSync MUST be recorded prior to the closing date and time or the response will be considered late and will not be accepted.

Utah Code 46-4-402(2) Unless otherwise agreed between a sender (supplier) and the recipient (State Purchasing), an electronic record is received when: (a) it enters an information processing system that the recipient has designated or uses for the purpose of receiving electronic records or information of the type sent and from which the recipient is able to retrieve the electronic record; and (b) it is in a form capable of being processed by that system.

INVITATION FOR BID - INSTRUCTIONS AND GENERAL PROVISIONS STATE COOPERATIVE CONTRACT

1. The contract resulting from this solicitation is being conducted by the Division of Purchasing and General Services for and in behalf of all public entities in the State of Utah.

2. SUBMITTING THE BID: (a) The Utah Division of Purchasing and General Services (DIVISION) prefers that bids be submitted electronically. Electronic bids may be submitted through a secure mailbox at BidSync (formerly RFP Depot, LLC) (www.bidsync.com) until the date and time as indicated in this document. It is the sole responsibility of the supplier to ensure their bid reaches BidSync before the closing date and time. There is no cost to the supplier to submit Utah's electronic bids via BidSync. (b) Electronic bids may require the uploading of electronic attachments. The submission of attachments containing embedded documents is prohibited. All documents should be attached as separate files. (c) If the supplier chooses to submit the bid directly to the DIVISION in writing: The bid must be signed in ink, sealed in a properly addressed envelope, and delivered to the Division of Purchasing, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." The "Bid Number" and "Due Date" must appear on the outside of the envelope. All prices and notations must be in ink or typewritten. Each item must be priced separately. Unit price shall be shown and a total price shall be entered for each item bid. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing bid. Unit price will govern, if there is an error in the extension. Written bids will be considered only if it is submitted on the forms provided by the DIVISION. (d) Bids, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-109. (e) Facsimile transmission of bids to DIVISION will not be considered.

3. BID PREPARATION: (a) Delivery time is critical and must be adhered to as specified. (b) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the DIVISION. If the supplier lists a trade name and/or catalog number in the bid, the DIVISION will assume the item meets the specifications unless the bid clearly states it is an alternate, and describes specifically how it differs from the item specified. All bids must include complete manufacturer's descriptive literature if quoting an equivalent product. All products are to be of new, unused condition, unless otherwise requested in this solicitation. (c) By submitting the bid the supplier certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices quoted are correct. (d) This bid may not be withdrawn for a period of 60 days from bid due date.

4. FREIGHT COST: Suppliers are to provide line item pricing FOB Destination Freight Prepaid. Unless otherwise indicated on the contract/purchase order, shipping terms will be FOB Destination Freight Prepaid.

5. SOLICITATION AMENDMENTS: All changes to this solicitation will be made through written addendum only. Answers to questions submitted through BidSync shall be considered addenda to the solicitation documents. Bidders are cautioned not to consider verbal modifications.

6. PROTECTED INFORMATION: Suppliers are required to mark any specific information contained in their bid which they are claiming as protected and not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for non-disclosure must be made by completing the "Confidentiality Claim Form" located at: <http://www.purchasing.utah.gov/contract/documents/confidentialityclaimform.doc> with a specific justification explaining why the information is to be protected. Pricing and service elements of any bid will not be considered proprietary. All material becomes the property of the DIVISION and may be returned only at the DIVISION's option. Bids submitted may to be reviewed and evaluated by any persons at the discretion of the DIVISION.

7. SAMPLES: Samples of item(s) specified in this bid, when required by DIVISION, must to be furnished free of charge to DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the bidder's expense.

8. AWARD OF CONTRACT: (a) The contract will to be awarded with reasonable promptness, by written notice, to the lowest responsible bidder that meets the specifications. Consideration will to be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this invitation for bid. (b) The bids are opened publicly. The name of each bidder and the amount of the bid is recorded. Each bid, and the record, is

open to public inspection. (c) The DIVISION may accept any item or group of items, or overall low bid. The DIVISION has the right to cancel this invitation for bid at any time prior to the award of contract. (d) The DIVISION can reject any or all bids, and it can waive any informality, or technicality in any bid received, if the DIVISION believes it would serve the best interest of the State. (e) Before, or after, the award of a contract the DIVISION has the right to inspect the bidder's premises and all business records to determine the holder's ability to meet contract requirements. (f) DIVISION does not guarantee to make any purchase under awarded contract(s). Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (g) Utah has a reciprocal preference law which will to be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63G-6-404 and 63G-6-405, Utah Code Annotated. (h) Bid tabulations and awards are posted <http://purchasing.utah.gov/vendor/bidtab.html> (i) Multiple contracts may be awarded if the DIVISION determines it would be in its best interest.

9. DIVISION APPROVAL: Purchase orders placed, or contracts written, with the State of Utah, as a result of this bid, will not be legally binding without the written approval of the director of the DIVISION.

10. DEBARMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the DIVISION.

11. ENERGY CONSERVATION AND RECYCLED PRODUCTS: The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

12. GOVERNING LAWS AND REGULATIONS: All State purchases are subject to the Utah Procurement Code, Title 63 Chapter 56 U.C.A. 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board. These are available on the Internet at www.purchasing.utah.gov. By submitting a bid or offer, the bidder/offeror warrants that the bidder/offeror and any and all supplies, services equipment, and construction purchased by the State shall comply fully with all applicable Federal and State laws and regulations, including applicable licensure and certification requirements.

13. SALES TAX ID NUMBER: Utah Code Annotated (UCA) 59-12-106 requires anyone filing a bid with the state for the sale of tangible personal property or any other taxable transaction under UCA 59-12-103 (1) to include their Utah sales tax license number with their bid. For information regarding a Utah sales tax license see the Utah State Tax Commission's website at www.tax.utah.gov/sales. The Tax Commission is located at 210 North 1950 West, Salt Lake City, UT 84134, and can be reached by phone at (801) 297-2200.

(Revision Date: 27 JUNE 2013 - IFB Instructions)

Supplier: utah correctional industry

ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS STATE COOPERATIVE CONTRACT

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63G-6a, Utah Code, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.
2. **CHOICE OF LAW, CONTRACT JURISDICTION, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** The Contractor and any and all supplies, services, equipment, and construction furnished under this contract will comply fully with all applicable Federal and State laws, rules, codes and regulations, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** The Contractor shall maintain or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least six (6) years after the contract terminates, or until all audits initiated within the six (6) years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, and to sole sources that are included within a Request for Proposal. It does not apply to other types of procurement processes, including but not limited to Invitation for Bids or to Multiple Stage Bids.

5.1 Status Verification System

1. Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws including Section 63G-12-302, Utah Code, as amended.
2. Contractor shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with applicable immigration laws including Section 63G-12-302, Utah Code, as amended, and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."
3. The State will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section. Contractor's failure to comply with this Section will be considered a material breach pursuant to Section 35 of this contract.
4. Manually or electronically signing the contract is deemed to be Contractor's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws including Section 63G-12-302, Utah Code, as amended.

5.2 Indemnity Clause for Status Verification System

1. Contractor (includes, but is not limited to any Contractor, Design Professional, Designer or Consultant) shall protect, indemnify and hold harmless, the State and its officers, employees, agents, representatives and anyone that the State may be liable for, against any claim, damages or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (1) Contractor; (2) Subcontractor at any tier; and/or (3) any entity or person for whom the Contractor or Subcontractor may be liable.
2. Notwithstanding Section 1. above, Design Professionals or Designers under direct contract with the State shall only be required to indemnify the State for a liability claim that arises out of the design professional's services, unless the liability claim arises from the Design Professional's negligent act, wrongful act, error or omission, or other liability imposed by law except that the design professional shall be required to indemnify the State in regard to subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Design Professional, and includes all independent contractors, agents, employees or anyone else for whom the Design Professional may be liable at any tier.
6. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-7, Utah Code, as amended.
7. **INDEPENDENT CONTRACTOR:** Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to Contractor by the State. Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of Contractor.

8. **INDEMNITY CLAUSE:** Contractor agrees to indemnify, save harmless, and release the State of Utah, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the acts or negligence of the Contractor's officers, agents, volunteers, employees, its subcontractors or its subconsultants, at any tier, but not for claims arising from the State's sole negligence, provided that such indemnity obligation is valid only to the extent (a) the State gives the Contractor notice in writing of any such claims except that such notice is waived to the extent it does not affect the Contractor's ability to defend the claim, and the State hereby permits the Contractor, through counsel of its choice and at the Contractor's sole cost and expense, to answer the claims and defend any related suit with good faith cooperation between the State and Contractor, and (b) the State gives the Contractor, to the extent allowed by law and within the reasonable capabilities of State, all requested information, assistance and authority, at the Contractor's sole cost and expense, to reasonably enable the Contractor to defend such suit. This obligation shall survive termination of the contract. The parties agree that if there are any Limitations of the Contractor's Liability, including a limitation of liability for anyone for whom the Contractor is responsible, such Limitations of Liability will not apply to injuries to persons, including death, or to damages to property.
9. **EMPLOYMENT PRACTICES CLAUSE:** Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, Contractor agrees to abide by Utah's Executive Order, dated December 13, 2006, which prohibits sexual harassment in the work place.
10. **SEVERABILITY:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
11. **RENEGOTIATION OR MODIFICATIONS:** The terms of this contract will not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the State Director of Purchasing. Automatic renewals will not apply to this contract.
12. **DEBARMENT:** Contractor certifies that neither it nor its principals are presently or have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within thirty (30) days if debarred by any governmental entity during the Contract period.
13. **TERMINATION:** Unless otherwise stated in this contract, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon sixty (60) days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
14. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:**
 1. Upon thirty (30) days written notice delivered to the Contractor, this contract may be terminated in whole or in part at the sole discretion of the State, if the State reasonably determines that a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of the contract.
 2. Upon thirty (30) days written notice delivered to the Contractor, this contract may be terminated in whole or in part, or have the services and purchase obligations of the State proportionately reduced, at the sole discretion of the State, if the State reasonably determines that a change in available funds affects the State's ability to pay under the contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.
 3. If a notice is delivered under paragraph 1 or 2 of this Section 14 "NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW," the State will reimburse the Contractor for products properly delivered or services properly performed up until the effective date of said notice. The State will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said notice.
 4. Notwithstanding any other paragraph or provision of this Section 14 "NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW," if the State in said notice to the Contractor indicates that the Contractor is to immediately cease from placing any orders or commitments with suppliers, subcontractor or other third parties, the Contractor shall immediately cease such orders or commitments upon receipt of said notice and the State shall not be liable for any such orders or commitments made after the receipt of said notice.
15. **TAXES:** Bid/proposal prices will be exclusive of state sales, use and federal excise taxes. The State of Utah's sales and use tax exemption number is 11736850-010-STC, located at <http://purchasing.utah.gov/contract/documents/salestaxexemptionformsignd.pdf>. The tangible personal property or services being purchased are being paid from STATE funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract, or contract orders. The State of Utah's Federal excise exemption number is 87-780019K.

16. WARRANTY: Contractor agrees to warrant and assume responsibility for all products that it licenses, contracts, or sells to the State under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. Contractor (seller) acknowledges that all warranties granted to the State (buyer) by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the Contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: Contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State may otherwise have under this contract.

17. INSURANCE: To protect against liability, loss and/or expense in connection with Contractor's performance described under this contract, Contractor shall obtain and maintain in force during the entire period of this contract without interruption, at its own expense, insurance from an insurance company authorized to do business in the State. Contractor must maintain General Liability Insurance and/or Comprehensive General Liability Insurance, including coverage for premises/operations, explosion, collapse and underground hazards, products/completed operations, contractual (including this contract), and personal injury, including employees with policy limits not less than one million dollars (\$1,000,000.00) each occurrence and three million dollars (\$3,000,000.00) in the aggregate during the term of this contract. Aggregate limit shall be designated as applying to this contract. If this insurance coverage is written on a "claims made" basis, the certificate of insurance required below shall so indicate and the policy shall contain an extended reporting period provision or similar "tail" provision such that claims reported up to three (3) years beyond the date of Substantial Completion of this contract are covered. The carrying of insurance required by this contract shall not be interpreted as relieving the Contractor of any other responsibility or liability under this contract or any applicable law, statute, rule, regulation, or order.

Contractor must provide proof of insurance to State and must add State as an additional insured with notice of cancellation. Contractor acknowledges that within thirty (30) days of contract award, Contractor and/or Contractor's subcontractors must submit proof of certificate of insurance that meets the above requirements.

It shall be the responsibility of Contractor to require any of their Subcontractor(s) to secure the same insurance coverage as prescribed herein for the Contractor.

18. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE: Contractor shall maintain during the term of this contract, workers' compensation insurance for all its employees as well as any subcontractor employees related to this contract. Worker's compensation insurance shall cover full liability under the worker's compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction.

Contractor must provide proof of insurance to State and must add State as an additional insured with notice of cancellation. Contractor acknowledges that within thirty (30) days of contract award, the Contractor and/or Contractor's subcontractors must submit proof of certificate of insurance that meets the above requirements.

19. PARTICIPANTS: This is a contract to provide the State of Utah government departments, institutions, agencies, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), and, as applicable, nonprofit organizations and agencies of the federal government with the goods and/or services described in the bid/proposal.

20. POLITICAL SUBDIVISION PARTICIPATION: Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.), nonprofit organizations, and agencies of the federal government will be voluntarily determined by the political subdivisions, nonprofit organizations, and agencies of the federal government. The Contractor agrees to supply the political subdivisions, nonprofit organizations, and agencies of the federal government based upon the same terms, conditions and prices.

21. INDIVIDUAL CUSTOMER: Each State agency and public entity that purchases products/services will be treated as if they were Individual Customers. Each agency and public entity will be responsible to follow the terms and conditions of the contract; and they have the same rights and responsibilities for their purchases as the State has in the contract. Contractor agrees that each state agency and public entity will be responsible for their own charges, fees, and liabilities; and the Contractor will apply the charges to each State Agency and public entity individually.

22. QUANTITY ESTIMATES: The State does not guarantee to purchase any amount under the contract to be awarded. Estimated quantities are for proposing purposes only and are not to be construed as a guarantee to purchase any amount.

23. DELIVERY: The prices proposed will be the delivered price to any state agency or political subdivision. Unless otherwise specified by the State, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the Buyer except as to latent defects, fraud, and Contractor's warranty obligations. The minimum shipment amount, if any, will be listed in the Contract. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered will be shipped without transportation charges.

24. REPORTS AND FEES:

1. **Administrative Fee:** Contractor agrees to provide a quarterly administrative fee to the State in the form of a Check or EFT payment. The fee will be payable to the "State of Utah Division of Purchasing" and will be sent to State of Utah, Division of Purchasing, 3150 State Office Building, Capitol Hill, PO Box 141061, Salt Lake City, UT 84114. The Administrative Fee will be the amount listed in the solicitation and will apply to all purchases (net of any returns, credits, or adjustments) made under this Contract for the period.

2. **Quarterly Reports:** Contractor agrees to provide a quarterly utilization report, reflecting net sales to the State during the associated fee period. The report will show the quantities and dollar volume of purchases by each agency and political subdivision. The report will be provided in secure electronic format and/or submitted electronically to the Utah reports email address salesreports@utah.gov.
3. **Payment and Report Schedule:** Payments and reports shall be made in accordance with the following schedule:

<u>Period End</u>	<u>Fee and Reports Due</u>
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

4. **Timely Reports and Fees:** If the Administrative Fee is not paid by the Due Date or Quarterly Reports are not received by the Due Date, then the Contractor will be in breach of the Contract, and the Contract may be canceled for cause.
25. **PROMPT PAYMENT DISCOUNT:** Contractor may quote a prompt payment discount based upon early payment; however, discounts offered for less than thirty (30) days will not be considered in making the award. Contractor shall list Payment Discount Terms on invoices. The prompt payment discount will apply to payments made with purchasing cards and checks. The date from which discount time is calculated will be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date will be the date of acceptance of the merchandise.
26. **FIRM PRICES:** Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with this solicitation must be good and firm for a period of ninety (90) days from the date of bid/proposal opening.
27. **PRICE GUARANTEE, ADJUSTMENTS:** The contract pricing resulting from this bid/proposal will be guaranteed for the period specified. Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for price adjustment must include documentation supporting the request and demonstrating a logical mathematical link between the current price and the proposed price. Any adjustment or amendment to the contract will not be effective unless approved by the State Director of Purchasing. The State will be given the immediate benefit of any decrease in the market, or allowable discount.
28. **ORDERING AND INVOICING:** Orders will be placed by the using agencies directly with the Contractor. All orders will be shipped promptly in accordance with the delivery guarantee. The Contractor will then promptly submit invoices to the ordering agency. The State contract number and the agency ordering number will appear on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices on file with the Division of Purchasing. The State has the right to adjust or return any invoice reflecting incorrect pricing.
29. **PAYMENT:** Payments are normally made within thirty (30) days following the date the order is delivered or the date a correct invoice is received, whichever is later. After sixty (60) days from the date a correct invoice is received by the appropriate State official, the Contractor may assess interest on overdue, undisputed account charges up to a maximum of the interest rate paid by the IRS on taxpayer refund claims, plus two percent, computed similarly as the requirements of Utah Code Section 15-6-3. The IRS rate is adjusted quarterly, and is applied on a per annum basis, on the invoice amount that is overdue. Payments may be made via a State of Utah (or political subdivision) "Purchasing Card" (major credit card). All payments to the Contractor will be remitted by mail, electronic funds transfer, or Purchasing Card.
30. **MODIFICATION OR WITHDRAWAL OF BIDS/PROPOSALS:** Bids/proposals may be modified or withdrawn prior to the time set for the opening of bids/proposals. After the time set for the opening of bids/proposals, no bids/proposals may be modified or withdrawn.
31. **BID/PROPOSAL PREPARATION COSTS:** The State is not liable for any costs incurred by the offeror in bid/proposal preparation.
32. **INSPECTIONS:** Goods furnished under this contract will be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or not in compliance with bid/proposal specifications, the Buyer may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part. Nothing in this paragraph will adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.
33. **INDEMNIFICATION – INTELLECTUAL PROPERTY:** Contractor warrants that any products provided by Contractor to the State under this contract, if any, including their use by the State in unaltered form, will not, to Contractor's knowledge, infringe any third party copyrights, patents or trade secrets that exist on the effective date of this contract and that arise or are enforceable under the law of the United States of America during the duration of this contract.

Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract. The parties agree that if there are any Limitations of the Contractor's Liability, including a limitation of liability for anyone for whom the Contractor is responsible, such Limitations of Liability will not apply to this section.
34. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State and Contractor each recognizes that it has no right, title or interest, proprietary or otherwise, in or to the name or any logo, or Intellectual Property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. The State and Contractor each agree that, without prior written consent of the other or as described in this contract, it shall not use the name, any logo, or Intellectual Property owned or licensed by the other.
35. **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State Director of Purchasing.

36. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract: (1) Nonperformance of contractual requirements; (2) A material breach of any term or condition of this contract. The State will issue a written notice of default providing a period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for liquidated or other damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following: (1) Exercise any remedy provided by law; (2) Terminate this contract and any related contracts or portions thereof; (3) Impose liquidated damages, if liquidated damages are listed in the contract; (4) Suspend Contractor from receiving future bid/proposal solicitations.
37. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The STATE may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
38. **HAZARDOUS CHEMICAL INFORMATION:** If required under this contract, Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the user agency. All safety data sheets and labels will be in accordance with each participating state's requirements.
39. **NON-COLLUSION:** By signing this contract, Contractor certifies that this contract has been entered into by the parties without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Solicitation, designed to limit independent proposing or competition.
40. **PUBLIC INFORMATION:** Contractor agrees that the contract, related Sales Orders, and Invoices will be public documents, and may be available for distribution. Contractor gives the State express permission to make copies of the contract, related Sales Orders, and Invoices in accordance with the State of Utah Government Records Access and Management Act (GRAMA). Except for sections identified in writing and expressly approved by the State Division of Purchasing, Contractor also agrees that the Contractor's response to the solicitation will be a public document, and copies may be given to the public under GRAMA laws. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
41. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (Section 63G-6a-2404, Utah Code, as amended).
42. **ENERGY CONSERVATION AND RECYCLED PRODUCTS:** Contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.
43. **CONFIDENTIALITY:** During the duration of this contract confidential non-public personal information and confidential information ("Confidential Information") may be disclosed to the Contractor.
1. Confidential Information includes, but is not limited to, names, social security numbers, birth dates, addresses, credit card information, financial account numbers, protected internal Federal or State business processes, policies, procedures, or practices, and information that, by its nature, would be deemed as confidential. The State reserves the right to identify, during and after the term of this contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws by the Contractor and anyone for whom the Contractor may be liable.
 2. If Confidential Information is disclosed to the Contractor, the Contractor will: (a) limit disclosure of any Confidential Information to its directors, officers, employees, agents or representatives (collectively "Representatives") who have a need to know such Confidential Information in connection with the current or contemplated business relationship between the parties to which this contract relates, and only for that purpose; (b) advise its Representatives of the proprietary nature of the Confidential Information and of the obligations set forth in this contract and require such Representatives to keep the Confidential Information confidential; (c) shall keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third parties except as otherwise agreed to in writing by the State. Contractor will promptly notify the State of any potential or actual misuse or misappropriation of Confidential Information that comes to Contractor's attention.
 3. Contractor shall be responsible for any breach of this duty of confidentiality contract by any of their officers, agents, subcontractors at any tier, and any of their respective representatives, including any required remedies and/or notifications under applicable law (Utah Code Section 13-44-101 thru 301 et al). Contractor shall indemnify, hold harmless and defend the State including anyone for whom the State is liable, from claims related to a breach of these confidentiality requirements by the Contractor or anyone for whom the Contractor is liable. This duty of confidentiality shall be ongoing and survive the term of this contract.
 4. Upon termination or expiration of this contract, Contractor will return all copies of Confidential Information to the State or certify, in writing, the destruction thereof.
 5. The State's disclosure of Confidential Information does not transfer ownership of Confidential Information or grant a license thereto to Contractor.

- 44. CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: (1) Attachment A: State of Utah Standard Terms and Conditions; (2) State of Utah Contract Signature Page(s); (3) Additional State Terms and Conditions, if any; and (4) Contractor Terms and Conditions, if any. The terms and conditions contained in Attachment A: State Of Utah Standard Terms and Conditions will be given precedence over any provisions including, but not limited to, limitation of liability, indemnification, standard of care, insurance, or warranty, and will not be nullified by an exception created by a more specific terms elsewhere in the contract.
- 45. LOCAL WAREHOUSE AND DISTRIBUTION:** Contractor will maintain a reasonable amount of stock warehoused in the State of Utah for immediate or emergency shipments. Shipments are to be made in the quantities as required by the various ordering agencies. Orders for less than the minimum specified amount will have transportation charges prepaid by the Contractor and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered will be shipped without charge.
- 46. CONTRACT INFORMATION:** Contractor understands that pursuant to Section 63G-6a-402(6), Utah Code, as amended, requires the issuing procurement unit, as described in Section 63G-6a-103(26), for the duration of any contract, to make available contact information of the winning contractor to the Department of Workforce Services in accordance with Section 35A-2-203, Utah Code, as amended. This requirement does not preclude Contractor from advertising job openings in other forums throughout the State.
- 47. WAIVER:** No waiver by the State or Contractor of any default shall constitute a waiver of the same default at a later time or of a different default.
- 48. ENTIRE AGREEMENT:** This contract, including all Attachments, and documents incorporated hereunder, and the related State Solicitation constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of this contract shall supersede any additional or conflicting terms or provisions that may be set forth or printed on the Contractor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of the Contractor that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of the State. The parties agree that the terms of this contract shall prevail in any dispute between the terms of this contract and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this contract.

If services are applicable to this contract, the following additional terms and conditions apply:

- 49. TIME:** Contractor shall complete the scope of services work in a manner to achieve any milestones identified in the procurement documents related to this contract and the attachments to this contract. The full scope of services work shall be completed by any applicable deadline stated in the solicitation.
- 50. TIME IS OF THE ESSENCE:** For all work and services under this contract, time is of the essence and Contractor shall be liable for all damages to the State and anyone for whom the State may be liable, as a result of the failure to timely complete the scope of work required under this contract.
- 51. CHANGES IN SCOPE:** Any changes in the scope of the services to be performed under this contract shall be in the form of a written amendment to this contract, mutually agreed to and signed by duly authorized representatives of both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of services.
- 52. OWNERSHIP IN DELIVERABLES:** Contractor agrees that any deliverables that result from the services it performs for State under the contract, to the extent to which it is eligible under copyright law in any country, shall be deemed a work made for hire, such that all right, title and interest in the work and deliverables reside with the State. To the extent any deliverables are deemed not to be, for any reason whatsoever, work made for hire, Contractor agrees to assign and hereby assigns all right, title, and interest, including but not limited to, copyright, patent, trademark, and trade secret, to such deliverables, and all extensions and renewals thereof, to the State. Contractor further agrees to provide all assistance reasonably requested by State in the establishment, preservation and enforcement of its rights in such deliverables, or subsequent amendments or modifications to such work and deliverables, without any additional compensation to Contractor. Contractor agrees to waive, and hereby, to the extent permissible, waives, all rights relating to such deliverables, or subsequent amendments or modifications to such work and deliverables, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use.
- 53. PERFORMANCE EVALUATION:** The State may conduct a performance evaluation of the Contractor's services, including specific personnel of the Contractor. References in the contract to Contractor shall include Contractor, Contractor's subcontractors, or subconsultants at any tier, if any. Results of any evaluation will be made available to the Contractor.
- 54. ADDITIONAL INSURANCE:** In addition to the insurance requirements described in Sections 17 and 18 of this contract, and to protect against liability, loss and/or expense in connection with Contractor's performance of services described under this contract, the Contractor shall obtain and maintain in force during the entire period of this contract without interruption, at its own expense, additional insurance as listed below from insurance companies authorized to do business in the State.
1. The following are minimum coverages that may be in addition to the required insurance requirements of this contract:
 - (1) Professional liability insurance in the amount as described in the solicitation for this Contract, if applicable.
 - (2) Any other insurance, including Comprehensive Automobile Insurance, described in the solicitation for this Contract, if applicable.
 - (3) Any type of insurance or any increase of limits of liability not described in this contract which the Contractor requires for its own protection or on account of any statute, rule, or regulation shall be its own responsibility, and shall be provided at Contractor's own expense.

2. The carrying of insurance required by this contract shall not be interpreted as relieving the Contractor of any other responsibility or liability under this contract or any applicable law, statute, rule, regulation, or order.
3. Within thirty (30) days of contract award, the Contractor and/or Contractor's subcontractors must submit proof of certificate of insurance that meets the above requirements.
55. **STANDARD OF CARE:** The services of Contractor and its subcontractors and subconsultants at any tier, if any, shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude and complexity of the services that are the subject of this contract. The Contractor shall be liable to the State for claims, liabilities, additional burdens, penalties, damages or third party claims (i.e. another Contractor's claim against the State), to the extent caused by wrongful acts, errors or omissions that do not meet this standard of care.
56. **STATE REVIEWS:** The right of the State to perform plan checks, plan reviews, other reviews and/or comment upon the services of the Contractor, as well as any approval by the State, shall not be construed as relieving the Contractor from its professional and legal responsibility for services required under this contract. No review by the State or any entity/user, approval or acceptance, or payment for any of the services required under this contract shall be construed to operate as a waiver by the State of any right under this contract or of any cause of action arising out of the performance or nonperformance of this contract, and the Contractor shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the wrongful acts, errors and/or omissions of the Contractor or its subcontractors or subconsultants at any tier, if any.

(Revision date: 16 September 2014)

utah correctional industry

Bid Contact **Jeff Woodall**
jwoodall@utah.gov
Ph 801-576-7709

Address **14425 Bitterbrush Dr.**
Darper, UT 84020

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
MP15028--01-01	State Cooperative Contract for Printing of Business Cards	Supplier Product Code:	First Offer -	1 / each	Y	Y
Supplier Total					\$0.00	

utah correctional industry

Item: **State Cooperative Contract for Printing of Business Cards**

Attachments

3._MP15028-_Attachment_C-_Price_Sheet.doc

**Invitation for Bid
State of Utah "Best Value" Cooperative Contract for
Business Cards
Solicitation #MP15028**

Attachment C- Price Sheet

1. Virgin Paper

2. Recycled Paper

(Equal specifications to the above specified virgin paper with minimum "waste paper" content as defined by the current EPA guidelines including both pre-consumer and post-consumer waste)

Bidders must bid all items.

STANDARD PRICING TO INCLUDE:

- **INKS AND FOILS:**
 - 2 color thermo and up to nine lines of type
 - 1 color thermo and up to nine lines of type
 - 1 color gold foil and one color of ink thermo with up to nine lines of type
- **MINIMUM ORDER:**

The minimum order quantity is one (1) name requiring 500 cards.
- **LOGO DIES:**

The Great Seal of the State of Utah

 - Approximately 3/4" diameter to be in Gold Foil
 - Approximately 5/8" diameter in Blue
- **PACKAGING:**

Cards must be boxed 500 or 1,000 per box.

Submitted by: Jeff Woodall _____

REGION (specify or ALL): all

(Note: for pricing different per region, please submit multiple forms)

1. STANDARD PRICES (per name): Virgin Paper

	500 Cards	1000 Cards
2 Color	\$ 18.00	\$ 22.75
2 Color with backside printing	\$ 23.00	\$ 28.25
Full Color	\$ 24.95	\$ 44.95
Full Color 2 sided	\$ 34.95	\$ 59.95

2. STANDARD PRICES (per name): Recycled Paper

	500 Cards	1000 Cards
2 Color	\$ 18.00	\$ 22.75
2 Color with backside printing	\$ 23.00	\$ 28.25
Full Color	\$ 24.95	\$ 44.95
Full Color 2 sided	\$ 34.95	\$ 59.95

ADDITIONAL CHARGES:

- Additional lines of type over nine: \$ _____ /line
- Logo other than or in addition to State Seal: \$ _____ /logo
- Screens: \$ _____ each
- One or more additional colors (other than standard ink colors): \$ _____ /color
- Proof charge, per name if requested: \$ _____ /name
- Online proofing (through online ordering system) \$ _____ /name
- PMS Ink colors other than standards indicated: \$ _____ per _____
- Minimum Guaranteed Usage per year to set up shell for specialty cards: _____ cards per year

Supplier: utah correctional industry

STATE OF UTAH



SOLICITATION NO. MP15028

State Cooperative Contract for Printing of Business Cards

RESPONSES DUE NO LATER THAN:

Jan 26, 2015 1:00:00 PM MST

RESPONSES MAY BE SUBMITTED ELECTRONICALLY TO:

www.bidsync.com

RESPONSES MAY BE MAILED OR DELIVERED TO:

State of Utah
Division of Purchasing
3150 State Office Building, Capitol Hill
Salt Lake City, Utah 84114-1061

Bid #MP15028 - State Cooperative Contract for Printing of Business CardsCreation Date **Jan 5, 2015**End Date **Jan 26, 2015 1:00:00 PM MST**Start Date **Jan 9, 2015 10:03:22 AM MST**Awarded Date **Feb 3, 2015**

MP15028--01-01 State Cooperative Contract for Printing of Business Cards					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
utah correctional industry	First Offer -	1 / each		Y	Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		
Printing Express	First Offer	1 / each			Y
Product Code:			Supplier Product Code:		
Agency Notes: Incomplete bid received- no pricing, or other requested elements.			Supplier Notes:		

Supplier Totals

utah correctional industry		\$0.00
Bid Contact Jeff Woodall jwoodall@utah.gov Ph 801-576-7709		Address 14425 Bitterbrush Dr. Darper, UT 84020
Agency Notes:		Supplier Notes:
Printing Express		\$0.00
Bid Contact John Hulse john@printingfast.com Ph 801-567-1888 Fax 801-562-9686		Address 9091 So. 700 East Sandy, UT 84070
Bid Notes Business Cards will be delivered by US Mail Agency Notes:		Supplier Notes: Business Cards will be delivered by US Mail

**

Bid MP15028

State Cooperative Contract for Printing of Business Cards

Bid Number **MP15028**
 Bid Title **State Cooperative Contract for Printing of Business Cards**

Bid Start Date **Jan 9, 2015 10:03:22 AM MST**
 Bid End Date **Jan 26, 2015 1:00:00 PM MST**
 Question & Answer End Date **Jan 16, 2015 1:00:00 PM MST**

Bid Contact **Mark R Parry**
Purchasing Agent
DAS-Purchasing and General Services

Contract Duration **5 years**
 Contract Renewal **Not Applicable**
 Prices Good for **1 year**

Bid Comments **ALL questions concerning this solicitation must be submitted through the BidSync system. Questions asked through any other format will not be answered. Only answers issued through the BidSync system or issued via an authorized and properly issued addendum shall be the official position of the State. Any modification to this procurement effort shall be made by addendum issued by the State Division of Purchasing. Only authorized and properly issued addenda shall constitute the official position of the State and shall be binding.**

Anyone submitting a response to this solicitation, with basis in or other communication or information received from sources other than through official addendum, assumes full risk including the possibility of a determination of non-responsiveness and may be rejected at the sole discretion of the State.

Responses submitted in Bid Sync are completely secure. NO ONE can see them until after the solicitation deadline. Therefore you do not have to wait until the last minute to submit; and you may change your submission any time until the solicitation closes. If you have not completed the submission by the deadline, BidSync will reject your submission. Please plan well.

For details on specifications, Scope of Work, and other VERY IMPORTANT information, please see documents:

MP15028- Cooperative Contract for Business Cards
MP15028- Attachment B- Business Card Specifications
MP15028- Attachment C- Price Sheet
MP15028- Attachment D- Region Map

If you have any trouble submitting your response or attaching documents in the BidSync System, please contact Vendor Customer Support at (801) 765-9245 or 800-990-9339.

This is an Invitation for Bid. The Utah Procurement Code section 63G-6a-604 does not allow exceptions to the Standard Terms and Conditions or additional terms in an Invitation for Bid.

Utah Procurement Code
63G-6a-604 Bid Opening and Acceptance

- (3) (a) The procurement officer shall reject a bid that is not responsive or responsible.**
(b) A bid that is not responsive includes a bid that:
(i) is conditional;
(ii) attempts to modify the bid requirements;
(iii) contains additional terms or conditions; or
(iv) fails to conform with the requirements or specifications of the invitation for bids.

ALL COSTS are to be submitted SEPARATELY on the document labeled "MP15028- Attachment C- Price Sheet".

Added on Jan 12, 2015:

ADDENDUM 1**Item 1:**

Document "MP15028 - Attachment B- Business Card Specifications" has been revised as of 01-12-2015.

The "Delivery Requirements" section inadvertently contained old specification language as follows:

This section has now been revised to read as follows:

DELIVERY REQUIREMENTS:

Business cards must be delivered to the location specified on the agency order form within the number of working days authorized. "Working days" shall be defined as Monday through Friday of each week exclusive of all official State holidays. Delivery or transportation expenses are the responsibility of the contractor.

Addendum # 1

New Documents	5. MP15028- ADDENDUM 1.doc
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Item Response Form

Item **MP15028--01-01 - State Cooperative Contract for Printing of Business Cards**

Quantity **1 each**

Prices are not requested for this item.

Delivery Location **State of Utah**

No Location Specified

Qty 1

Description

Printing of Business Cards for State Agencies and Political Subdivisions.

Please enter pricing on MP15028- Attachment C- Price Sheet

STATE OF UTAH



SOLICITATION NO. MP15028

State Cooperative Contract for Printing of Business Cards

RESPONSES DUE NO LATER THAN:

Jan 26, 2015 1:00:00 PM MST

RESPONSES MAY BE SUBMITTED ELECTRONICALLY TO:

www.bidsync.com

RESPONSES MAY BE MAILED OR DELIVERED TO:

State of Utah
Division of Purchasing
3150 State Office Building, Capitol Hill
Salt Lake City, Utah 84114-1061



State of Utah

Invitation for Bid

State Cooperative Contract

Legal Company Name (include d/b/a if applicable) <input type="text"/>		Federal Tax Identification Number <input type="text"/>	State of Utah Sales Tax ID Number <input type="text"/>	
Ordering Address <input type="text"/>		City <input type="text"/>	State <input type="text"/>	Zip Code <input type="text"/>
Remittance Address (if different from ordering address) <input type="text"/>		City <input type="text"/>	State <input type="text"/>	Zip Code <input type="text"/>
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government		Company Contact Person <input type="text"/>		
Telephone Number (include area code) <input type="text"/>	Fax Number (include area code) <input type="text"/>	Email Address <input type="text"/>		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered) <input type="text"/>		Days Required for Delivery After Receipt of Order (see attached for any required minimums) <input type="text"/>		
Brand/Trade Name <input type="text"/>		Price Guarantee Period (see attached specifications for any required minimums) <input type="text"/>		
Minimum Order <input type="text"/>		Company's Internet Web Address <input type="text"/>		

The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in

Utah.

Yes ☐ No ☐ . If no, enter where produced, etc.

Offeror's Authorized Representative's Signature <input type="text"/>	Print or type name and title <input type="text"/> <input type="text"/>	Date <input type="text"/>
State of Utah Division of Purchasing Approval <input type="text"/> Kent Beers, Director	Date <input type="text"/>	Contract Number <input type="text"/>

Note: When approved and signed by the State Director of Purchasing, this document becomes the contract.

NOTICE

When submitting a response (proposal, quote or bid) electronically through BidSync, it is the sole responsibility of the supplier to ensure that the response is received by BidSync prior to the closing date and time. Each of the following steps in BidSync MUST be completed in order to place an offer:

- A. Login to www.bidsync.com;
- B. Locate the bid (solicitation) to which you are responding;
 - a. Click the "Search" tab on the top left of the page;
 - b. Enter keyword or bid (solicitation) number and click "Search";
- C. Click on the "Bid title/description" to open the Bid (solicitation) Information Page;
- D. "View and Accept" all documents in the document section;
- E. Select "Place Offer" found at the bottom of the page;
- F. Enter your pricing, notes, other required information and upload attachments to this page;
- G. Click "Submit" at the bottom of the page;
- H. Review Offer(s); and
- I. Enter your password and click "Confirm".

Note that the final step in submitting a response involves the supplier's acknowledgement that the information and documents entered into the BidSync system are accurate and represent the supplier's actual proposal, quote or bid. This acknowledgement is registered in BidSync when the supplier clicks "Confirm". BidSync will post a notice that the offer has been received. This notice from BidSync MUST be recorded prior to the closing date and time or the response will be considered late and will not be accepted.

Be aware that entering information and uploading documents into BidSync may take considerable time. Please allow sufficient time to complete the online forms and upload documents. Suppliers should not wait until the last minute to submit a response. It is recommended that suppliers submit responses a minimum of 24 hours prior to the closing deadline. The deadline for submitting information and documents will end at the closing time indicated in the solicitation. All information and documents must be fully entered, uploaded, acknowledged (Confirm) and recorded into BidSync before the closing time or the system will stop the process and the response will be considered late and will not be accepted.

Responses submitted in BidSync are completely secure. No one (including state purchasing staff) can see responses until after the deadline. Suppliers may modify or change their response at any time prior to the closing deadline. However, all modifications or changes must be completed and acknowledged (Confirm) in the BidSync system prior to the deadline. BidSync will post a notice that the modification/change (new offer) has been received. This notice from BidSync MUST be recorded prior to the closing date and time or the response will be considered late and will not be accepted.

Utah Code 46-4-402(2) Unless otherwise agreed between a sender (supplier) and the recipient (State Purchasing), an electronic record is received when: (a) it enters an information processing system that the recipient has designated or uses for the purpose of receiving electronic records or information of the type sent and from which the recipient is able to retrieve the electronic record; and (b) it is in a form capable of being processed by that system.

**INVITATION FOR BID - INSTRUCTIONS AND GENERAL PROVISIONS
STATE COOPERATIVE CONTRACT**

1. The contract resulting from this solicitation is being conducted by the Division of Purchasing and General Services for and in behalf of all public entities in the State of Utah.

2. **SUBMITTING THE BID:** (a) The Utah Division of Purchasing and General Services (DIVISION) prefers that bids be submitted electronically. Electronic bids may be submitted through a secure mailbox at BidSync (formerly RFP Depot, LLC) (www.bidsync.com) until the date and time as indicated in this document. It is the sole responsibility of the supplier to ensure their bid reaches BidSync before the closing date and time. There is no cost to the supplier to submit Utah's electronic bids via BidSync. (b) Electronic bids may require the uploading of electronic attachments. The submission of attachments containing embedded documents is prohibited. All documents should be attached as separate files. (c) If the supplier chooses to submit the bid directly to the DIVISION in writing: The bid must be signed in ink, sealed in a properly addressed envelope, and delivered to the Division of Purchasing, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." The "Bid Number" and "Due Date" must appear on the outside of the envelope. All prices and notations must be in ink or typewritten. Each item must be priced separately. Unit price shall be shown and a total price shall be entered for each item bid. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing bid. Unit price will govern, if there is an error in the extension. Written bids will be considered only if it is submitted on the forms provided by the DIVISION. (d) Bids, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-109. (e) Facsimile transmission of bids to DIVISION will not be considered.

3. **BID PREPARATION:** (a) Delivery time is critical and must be adhered to as specified. (b) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the DIVISION. If the supplier lists a trade name and/or catalog number in the bid, the DIVISION will assume the item meets the specifications unless the bid clearly states it is an alternate, and describes specifically how it differs from the item specified. All bids must include complete manufacturer's descriptive literature if quoting an equivalent product. All products are to be of new, unused condition, unless otherwise requested in this solicitation. (c) By submitting the bid the supplier certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices quoted are correct. (d) This bid may not be withdrawn for a period of 60 days from bid due date.

4. **FREIGHT COST:** Suppliers are to provide line item pricing FOB Destination Freight Prepaid. Unless otherwise indicated on the contract/purchase order, shipping terms will be FOB Destination Freight Prepaid.

5. **SOLICITATION AMENDMENTS:** All changes to this solicitation will be made through written addendum only. Answers to questions submitted through BidSync shall be considered addenda to the solicitation documents. Bidders are cautioned not to consider verbal modifications.

6. **PROTECTED INFORMATION:** Suppliers are required to mark any specific information contained in their bid which they are claiming as protected and not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for non-disclosure must be made by completing the "Confidentiality Claim Form" located at: <http://www.purchasing.utah.gov/contract/documents/confidentialityclaimform.doc> with a specific justification explaining why the information is to be protected. Pricing and service elements of any bid will not be considered proprietary. All material becomes the property of the DIVISION and may be returned only at the DIVISION's option. Bids submitted may to be reviewed and evaluated by any persons at the discretion of the DIVISION.

7. **SAMPLES:** Samples of item(s) specified in this bid, when required by DIVISION, must to be furnished free of charge to DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the bidder's expense.

8. **AWARD OF CONTRACT:** (a) The contract will to be awarded with reasonable promptness, by written notice, to the lowest responsible bidder that meets the specifications. Consideration will to be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this invitation for bid. (b) The bids are opened publicly. The name of each bidder and the amount of the bid is recorded. Each bid, and the record, is open to public inspection. (c) The DIVISION may accept any item or group of items, or overall low bid. The DIVISION has the right to cancel this invitation for bid at any time prior to the award of contract. (d) The DIVISION can reject any or all bids, and it can waive any informality, or technicality in any bid received, if the DIVISION believes it would serve the best interest of the State. (e) Before, or after, the award of a contract the DIVISION has the right to inspect the bidder's premises

and all business records to determine the holder's ability to meet contract requirements. (f) DIVISION does not guarantee to make any purchase under awarded contract(s). Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (g) Utah has a reciprocal preference law which will to be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63G-6-404 and 63G-6-405, Utah Code Annotated. (h) Bid tabulations and awards are posted <http://purchasing.utah.gov/vendor/bidtab.html> (i) Multiple contracts may be awarded if the DIVISION determines it would be in its best interest.

9. DIVISION APPROVAL: Purchase orders placed, or contracts written, with the State of Utah, as a result of this bid, will not be legally binding without the written approval of the director of the DIVISION.

10. DEBARMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the DIVISION.

11. ENERGY CONSERVATION AND RECYCLED PRODUCTS: The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

12. GOVERNING LAWS AND REGULATIONS: All State purchases are subject to the Utah Procurement Code, Title 63 Chapter 56 U.C.A. 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board. These are available on the Internet at www.purchasing.utah.gov. By submitting a bid or offer, the bidder/offeror warrants that the bidder/offeror and any and all supplies, services equipment, and construction purchased by the State shall comply fully with all applicable Federal and State laws and regulations, including applicable licensure and certification requirements.

13. SALES TAX ID NUMBER: Utah Code Annotated (UCA) 59-12-106 requires anyone filing a bid with the state for the sale of tangible personal property or any other taxable transaction under UCA 59-12-103(1) to include their Utah sales tax license number with their bid. For information regarding a Utah sales tax license see the Utah State Tax Commission's website at www.tax.utah.gov/sales. The Tax Commission is located at 210 North 1950 West, Salt Lake City, UT 84134, and can be reached by phone at (801)297-2200.

(Revision Date: 27 JUNE 2013 - IFB Instructions)

State of Utah

Division of Purchasing



Invitation for Bid

State of Utah
“Best Value” Cooperative Contract for
Business Cards

Solicitation No. MP15028

Invitation For Bid
Cooperative Contract for Business Cards
Solicitation No. MP15028

**Invitation for Bid
State of Utah "Best Value" Cooperative Contract for
Business Cards
Solicitation #MP15028**

PURPOSE OF INVITATION FOR BID (IFB)

The purpose of this Invitation for Bid is to enter into a State of Utah "Best Value" Cooperative contract with a qualified firm or firms to provide foil stamped, or thermography printed business cards. Business cards may be purchased under this contract printed one side in one, two or three colors of ink. Total bid price must cover all of the operations necessary for the production of foil stamped or thermography printed business cards including but not limited to paper stock, negatives, proofs, printing, packaging and inside delivery.

The resulting contract will be issued for the benefit of public entities (State of Utah departments, agencies, and institutions, colleges, universities, school districts, special service districts, cities and counties, etc.), nonprofit organizations and agencies of the federal government.

State agencies with requirements that are not met by the contract(s) resulting from this solicitation will meet their needs through the competitive solicitation process on a situation-by-situation basis.

The State of Utah is interested in giving opportunities for vendors to respond to regional areas throughout the state for this commodity. As such, it is anticipated that this IFB may result in an award to multiple contractors for specific regions or for statewide service. However, the State of Utah reserves the right to award to a single contractor if it is determined to be in the best interest of the State.

Please see map Attachment D for the Regional information.

BACKGROUND

HISTORICAL USAGE:

The total dollar amount reported by current contractor as spent against the contract for the 2014 fiscal year (July 1, 2013 thru June 30, 2014) was \$67,783.00. This includes purchases against the contract by all state agencies and political subdivisions, as per the following breakdown:

\$ 64,103	Dollars spent by State Agencies
\$ 3,682	Dollars spent by Cities and Towns
\$ -0-	Dollars spent by Counties
\$ -0-	Dollars spent by Colleges/Universities
\$ -0-	Dollars spent by Public Education

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Historical Usage information is for bidding and evaluation purposes only and is not to be construed as a guarantee of future volume performance or that the State will make any purchases under the contract(s) to be awarded

ISSUING PROCUREMENT UNIT AND IFB REFERENCE NUMBER

The State of Utah Division of Purchasing and General Services is the issuing and conducting procurement unit for this solicitation and all subsequent addenda relating to it. The reference number for the Solicitation is **MP15028**. This number must be referred to on all bids, correspondence, and any other documentation relating to this solicitation.

This IFB, having been determined to be the appropriate procurement method to provide the best value to the State, is intended to provide interested bidders with sufficient basic information to submit a bid meeting minimum requirements. This solicitation is issued in accordance with Utah Code Annotated 63G-6a-601 to 612 and Administrative Rule R33-6.

PROCUREMENT MANAGER

The Procurement Manager (and subsequent Contract Manager) designated by the State of Utah, Division of Purchasing & General Services for this solicitation and any subsequent contract(s) is:

Mark R. Parry
Division of Purchasing & General Services
3150 State Office Building, Capitol Hill
Salt Lake City UT 84114-1061
mparry@utah.gov
phone: (801) 537-9243

CANCELLATION OF PROCUREMENT

The State reserves the right to cancel this solicitation at any time and not award a contract if such action is determined in writing to be in the best interest of the State.(ref. Utah Code Annotated (UCA) §63G-6a-606).

QUESTIONS & ADDENDUMS

Notification to the State of any ambiguity, inconsistency, excessively restrictive requirements, and errors in the solicitation documents, solicitation questions, or exceptions to the scope/content of the IFB **MUST** be submitted as a question through BidSync **during** the solicitation process and prior to the closing date and time for

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questions.

Exceptions to scope/content of the IFB that have not been previously addressed within the Q&A period of the procurement will be disallowed.

Any formal protest must be in compliance with UCA §63G-6a-1601-1911.

All questions regarding this IFB **MUST** be submitted through BIDSYNC. Answers will be given via the BIDSYNC site. Questions may be answered as they come in or may be compiled into one document and answered via an addendum. Questions submitted through any other channel will not be answered. Only answers disseminated by the State through the BidSync system or through an authorized and properly issued addendum shall serve as the official and binding position of the State. Answers provided via BidSync will constitute an addendum to the solicitation. This policy is enforced to ensure all potential offerors have access to the same information.

Any modification to this procurement will be made by addendum issued by the State Division of Purchasing. Only authorized and properly issued addenda shall constitute the official and binding position of the State.

No other agency employee, board member, or evaluation committee member should be contacted concerning this solicitation during the solicitation process. Any bid submitted in response to this solicitation which has as its basis any communications or information received from sources other than this solicitation or related official addenda could be considered non-responsive and be rejected at the sole discretion of the State.

Bidders should periodically check BidSync.com for posted questions, answers, and addenda.

SUBMITTING YOUR BID

NOTICE: By submitting a bid in response to this IFB, bidder is acknowledging that the requirements, scope of work, and the evaluation process, outlined in the IFB are fair, equitable, not unduly restrictive, understood and agreed to.

Bids must be received by the posted due date and time. Bids received after the deadline will be late and ineligible for consideration. Facsimile transmission of bids to Division will not be considered.

Electronic submission instructions: When submitting a bid electronically through BidSync, please allow sufficient time to complete the online forms and upload your bid documents. The solicitation will end at the closing time posted in BidSync. If you are in the middle of uploading your bid when the deadline arrives, the system will stop the upload process and your bid **will not be accepted** by BidSync, and your bid will be considered as non-responsive.

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Electronic bids may require uploading of electronic attachments. BidSync's site will accept a wide variety of document types as attachments. However, the State of Utah is unable to view certain documents. Therefore, **DO NOT submit** documents that are **embedded (zip files), movies, wmp, encrypted, and mp3 files**. All documents must be uploaded in BidSync as separate files.

Hard Copy submission instructions: The preferred method of submitting your bid is electronically through BidSync. However, if you choose to submit your bid in hard copy form, it must be received prior to the Due Date and Time at the following address:

State of Utah Division of Purchasing
3150 State Office Building, Capitol Hill
P.O. Box 141061
Salt Lake City, Utah 84114-1061.

The outside cover of the package containing the bid must be clearly marked "**Solicitation #MP15028**" and include the Due Date and Time.

Please allow sufficient time for delivery of hardcopy responses. Responses sent overnight, but not received by the closing date and time will not be accepted.

All costs incurred in the preparation and submission of bids and any related activities are the sole responsibility of the bidder, and will not be reimbursed. The State of Utah assumes no liability for any costs incurred by bidders offerors throughout the selection process.

SUBMISSION OF SAMPLES

When submitting an electronic bid, the requested samples as identified in the specifications, in the required quantities and types must be submitted by mail or in person prior to the bid due date and time. The samples must be submitted in a sealed envelope with the bidders name, bid number, bid due date and time clearly printed on the outside of the envelope. The sealed envelopes will not be opened until after the bid due date and time. The envelopes containing the samples will be paired with the associated electronic bid and submitted to the requesting agency by the Division of Purchasing for their review.

CORRECTION OR WITHDRAWAL OF BIDS

- 1) Correction or withdrawal of inadvertently erroneous bids that is based on an unintentionally erroneous bid may be made in accordance with Utah Administrative Rule R33-3-213. Changes may not be made to a bid after the bid opening that:
 - a) changes the bid pricing;
 - b) changes the cost evaluation formula; or
 - c) changes any provisions that would be prejudicial to fair competition or the interests of the State.

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2) Any decision to permit a correction or withdrawal of a bid shall be made in writing.

CONTRACT AWARD INTENT

It is anticipated that this solicitation may result in award to a single or multiple contractor(s) that can provide product, product assistance, and delivery as per specification. Single or multiple contracts will be awarded to the lowest bidding responsive and responsible bidder based on the pricing provided.

Consideration shall be given to the quality of the products to be supplied, conformity to the specifications, statewide, regional, combined statewide and regional basis, and delivery and price.

The state reserves the right to cancel any contract awarded as a result of this solicitation when it is determined to be in the best interest of the state.

LENGTH OF CONTRACT

The Contract resulting from this solicitation will be for a **period of five (5) years with no renewal options for additional years**. The contract may not be extended beyond the original contract period. There is no guarantee that contract(s) will be awarded.

Pursuant to Utah Code Annotated **§63G-6a-1204** any contract resulting from this IFB may not exceed a period of five years.

The State of Utah reserves the right to review contract(s) on a regular basis regarding performance and cost analysis and may negotiate price and service elements during the term of the contract.

PRICE GUARANTEE PERIOD

All pricing must be guaranteed for one (1) year. Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. *Requests for price adjustment must include sufficient documentation supporting the request and demonstrating a logical mathematical link between the current price and the proposed price.*

Any adjustment or amendment to the contract will not be effective unless approved by the State Director of Purchasing. The State will be given the immediate benefit of any decrease in the market, or allowable discount.

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STANDARD CONTRACT TERMS AND CONDITIONS

Any contract resulting from this Bid will include, but not be limited to the following:

- **All Specifications and Instructions**
- **Any addendums to the bid as issued through BidSync.**
- **Attachment A: State of Utah Standard Terms and Conditions**

Attachment A will contain terms and conditions specific to this procurement.

NOTE: If Attachment A is not included, then the State's Standard Terms and Conditions are attached by reference. The State's Standard Terms and Conditions can be found at:

<http://purchasing.utah.gov/purchasingforms.html>.

It is the responsibility of the offeror to review the Standard Terms and Conditions prior to submitting a bid.

Pursuant to Utah Code Annotated **§63G-6a-604-3(b)** exceptions and or additions to the State's Standard Terms and Conditions **are not allowable**.

CONTRACT ADMINISTRATIVE FEE AND QUARTERLY USAGE REPORT

The Contractor agrees to provide a quarterly contract administrative fee of **.4% (.004)** to the State in the form of a check or EFT payment. The fee will be payable to the "State of Utah Division of Purchasing" for the amount listed in the solicitation (net of any returns, credits, or adjustments) under this Contract for the period. The Contractor agrees to provide a quarterly utilization report, reflecting net sales to the State during the associated fee period. The report will show the quantities and dollar volume of purchases by each state agency and political subdivision. The report will be provided in secure electronic format and/or submitted electronically to the Utah reports email address salesreports@utah.gov. Reports and Admin Fee Payments shall be made in accordance with the following schedule:

<u>Reporting Period</u>	<u>Fee Due</u>
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

FREIGHT REQUIREMENTS

Shipments shall be **F.O.B. destination freight prepaid** - with shipping charges allowed and added as a separate item on the invoice. At no time may the shipping charge exceed the amount normally charged for shipment from the Contractor's place of business. The Contractor shall retain title and control of all goods until they are delivered and the contract of

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coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The State will notify the Contractor promptly of any damaged goods and shall assist the Contractor in arranging for inspection. The Contractor shall ship by the best and least costly way. The State shall be made aware of all shipping charges at the time of order.

PROTECTED INFORMATION

The Government Records Access and Management Act (GRAMA), Utah Code Ann., Subsection 63G-2-305, provides in part that:

the following records are protected if properly classified by a government entity:

- (1) trade secrets as defined in Section 13-24-2 if the person submitting the trade secret has provided the governmental entity with the information specified in Section 63G-2-309 (Business Confidentiality Claims);*
- (2) commercial information or non-individual financial information obtained from a person if:*
 - (a) disclosure of the information could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability of the governmental entity to obtain necessary information in the future;*
 - (b) the person submitting the information has a greater interest in prohibiting access than the public in obtaining access; and*
 - (c) the person submitting the information has provided the governmental entity with the information specified in Section 63G-2-309;*

* * * * *

- (6) records the disclosure of which would impair governmental procurement proceedings or give an unfair advantage to any person proposing to enter into a contract or agreement with a governmental entity, except that this Subsection (6) does not restrict the right of a person to see bids submitted to or by a governmental entity after bidding has closed;*

GRAMA provides that trade secrets, commercial information or non-individual financial information may be protected by submitting a Claim of Business Confidentiality.

To protect information under a Claim of Business Confidentiality, the submitter must:

1. provide a written Claim of Business Confidentiality *at the time the information (proposal) is provided to the state*, and
2. include a concise statement of reasons supporting the claim of business confidentiality (Subsection 63G-2-309(1)).
3. submit an electronic "redacted" (excluding protected information) copy of your response. Copy must clearly be marked "Redacted Version."

A Claim of Business Confidentiality may be appropriate for information such as client lists and non-public financial statements. **Pricing and service elements may not be protected.** The claim of business confidentiality must be submitted with your response on the form which may be accessed at:

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<http://www.purchasing.utah.gov/contract/documents/confidentialityclaimform.doc>

An entire bid cannot be identified as “PROTECTED”, “CONFIDENTIAL” or “PROPRIETARY” and may be considered non-responsive if marked as such.

To ensure the information is protected, the Division of Purchasing asks the submitter to clearly identify in the Executive Summary and in the body of the response any specific information for which a submitter claims business confidentiality protection as "PROTECTED".

All materials submitted become the property of the state of Utah. Materials may be evaluated by anyone designated by the state as part of the evaluation committee. Materials submitted may be returned only at the State's option.

BID OPENING AND ACCEPTANCE

Bids shall be opened publically and accepted unconditionally, without alteration or correction. The procurement officer shall reject a bid that is not responsive or responsible.

- 1) A bid that is not responsive is a bid that:
 - a) is conditional;
 - b) attempts to modify the bid requirements;
 - c) takes exception to standard terms & conditions;
 - d) contains additional terms or conditions;
 - e) fails to conform with the requirements or specifications or scope of work.
- 2) A bid that is not responsible includes a bid where the procurement officer reasonably concludes that the bidder or an employee, agent, or subcontractor of the bidder, at any tier, is unable to satisfactorily fulfill the bid requirements.

BID EVALUATION PROCESS

Each Bidder bears sole responsibility for the items included or not included in the Bid response submitted by the Bidder. All bids received will be evaluated for compliance with all of the instructions listed in the associated documents. If a bid does not comply with any and all instructions, mandatory requirements, has missing information, or is submitted late, it will be deemed non-responsive and disqualified from further evaluation.

Cost will be evaluated with regards to item pricing (including freight), historical usage figures, and any other categories that are specifically requested for submission with bid.

All bids received in response to this solicitation will be evaluated in a manner consistent with the Utah Procurement Code, rules, policies and the evaluation criteria established in this

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solicitation.

DISCUSSIONS WITH BIDDERS (Optional)

A discussion between the State Purchasing agent and a bidder to clarify their bid may be required at the sole discretion of the State after submittal of bids. However, the State may award a contract based on the initial bid received without discussion with the Bidder. If a bidder is required to meet with the State for clarification, any expenses incurred by the bidder will be at the bidder's expense.

AWARD OF CONTRACT

After the evaluation of bids is completed, the procurement officer shall award the contract as soon as practicable to the lowest responsive and responsible bidder who meets the objective criteria described in the invitation for bids

All bidders that submit bids will be notified of the State's award decision.

All bidders should note that Section 63G-6a-402(6) requires the issuing procurement unit, for the duration of any contract awarded through this solicitation, to make available contact information of the winning contractor to the Department of Workforce Services in accordance with Section 35A-2-203 of the Utah Code. This requirement does not preclude a contractor from advertising job openings in other forums throughout the state.

DETAILED SPECIFICATIONS

For detailed information, please see document **MP15028- Attachment B- Business Card Specifications**.

**ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS
STATE COOPERATIVE CONTRACT**

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63G-6a, Utah Code, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.
2. **CHOICE OF LAW, CONTRACT JURISDICTION, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** The Contractor and any and all supplies, services, equipment, and construction furnished under this contract will comply fully with all applicable Federal and State laws, rules, codes and regulations, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** The Contractor shall maintain or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least six (6) years after the contract terminates, or until all audits initiated within the six (6) years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, and to sole sources that are included within a Request for Proposal. It does not apply to other types of procurement processes, including but not limited to Invitation for Bids or to Multiple Stage Bids.

5.1 Status Verification System

1. Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws including Section 63G-12-302, Utah Code, as amended.
2. Contractor shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with applicable immigration laws including Section 63G-12-302, Utah Code, as amended, and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."
3. The State will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section. Contractor's failure to comply with this Section will be considered a material breach pursuant to Section 35 of this contract.
4. Manually or electronically signing the contract is deemed to be Contractor's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws including Section 63G-12-302, Utah Code, as amended.

5.2 Indemnity Clause for Status Verification System

1. Contractor (includes, but is not limited to any Contractor, Design Professional, Designer or Consultant) shall protect, indemnify and hold harmless, the State and its officers, employees, agents, representatives and anyone that the State may be liable for, against any claim, damages or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (1) Contractor; (2) Subcontractor at any tier; and/or (3) any entity or person for whom the Contractor or Subcontractor may be liable.
2. Notwithstanding Section 1. above, Design Professionals or Designers under direct contract with the State shall only be required to indemnify the State for a liability claim that arises out of the design professional's services, unless the liability claim arises from the Design Professional's negligent act, wrongful act, error or omission, or other liability imposed by law except that the design professional shall be required to indemnify the State in regard to subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Design Professional, and includes all independent contractors, agents, employees or anyone else for whom the Design Professional may be liable at any tier.
6. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-7, Utah Code, as amended.
7. **INDEPENDENT CONTRACTOR:** Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to Contractor by the State. Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of Contractor.

8. **INDEMNITY CLAUSE:** Contractor agrees to indemnify, save harmless, and release the State of Utah, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the acts or negligence of the Contractor's officers, agents, volunteers, employees, its subcontractors or its subconsultants, at any tier, but not for claims arising from the State's sole negligence, provided that such indemnity obligation is valid only to the extent (a) the State gives the Contractor notice in writing of any such claims except that such notice is waived to the extent it does not affect the Contractor's ability to defend the claim, and the State hereby permits the Contractor, through counsel of its choice and at the Contractor's sole cost and expense, to answer the claims and defend any related suit with good faith cooperation between the State and Contractor, and (b) the State gives the Contractor, to the extent allowed by law and within the reasonable capabilities of State, all requested information, assistance and authority, at the Contractor's sole cost and expense, to reasonably enable the Contractor to defend such suit. This obligation shall survive termination of the contract. The parties agree that if there are any Limitations of the Contractor's Liability, including a limitation of liability for anyone for whom the Contractor is responsible, such Limitations of Liability will not apply to injuries to persons, including death, or to damages to property.
9. **EMPLOYMENT PRACTICES CLAUSE:** Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, Contractor agrees to abide by Utah's Executive Order, dated December 13, 2006, which prohibits sexual harassment in the work place.
10. **SEVERABILITY:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
11. **RENEGOTIATION OR MODIFICATIONS:** The terms of this contract will not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the State Director of Purchasing. Automatic renewals will not apply to this contract.
12. **DEBARMENT:** Contractor certifies that neither it nor its principals are presently or have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within thirty (30) days if debarred by any governmental entity during the Contract period.
13. **TERMINATION:** Unless otherwise stated in this contract, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon sixty (60) days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
14. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:**
 1. Upon thirty (30) days written notice delivered to the Contractor, this contract may be terminated in whole or in part at the sole discretion of the State, if the State reasonably determines that a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of the contract.
 2. Upon thirty (30) days written notice delivered to the Contractor, this contract may be terminated in whole or in part, or have the services and purchase obligations of the State proportionately reduced, at the sole discretion of the State, if the State reasonably determines that a change in available funds affects the State's ability to pay under the contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.
 3. If a notice is delivered under paragraph 1 or 2 of this Section 14 "NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW," the State will reimburse the Contractor for products properly delivered or services properly performed up until the effective date of said notice. The State will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said notice.
 4. Notwithstanding any other paragraph or provision of this Section 14 "NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW," if the State in said notice to the Contractor indicates that the Contractor is to immediately cease from placing any orders or commitments with suppliers, subcontractor or other third parties, the Contractor shall immediately cease such orders or commitments upon receipt of said notice and the State shall not be liable for any such orders or commitments made after the receipt of said notice.
15. **TAXES:** Bid/proposal prices will be exclusive of state sales, use and federal excise taxes. The State of Utah's sales and use tax exemption number is 11736850-010-STC, located at <http://purchasing.utah.gov/contract/documents/salestaxexemptionformsigned.pdf>. The tangible personal property or services being purchased are being paid from STATE funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract, or contract orders. The State of Utah's Federal excise exemption number is 87-780019K.

- 16. WARRANTY:** Contractor agrees to warrant and assume responsibility for all products that it licenses, contracts, or sells to the State under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. Contractor (seller) acknowledges that all warranties granted to the State (buyer) by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the Contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: Contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State may otherwise have under this contract.
- 17. INSURANCE:** To protect against liability, loss and/or expense in connection with Contractor's performance described under this contract, Contractor shall obtain and maintain in force during the entire period of this contract without interruption, at its own expense, insurance from an insurance company authorized to do business in the State. Contractor must maintain General Liability Insurance and/or Comprehensive General Liability Insurance, including coverage for premises/operations, explosion, collapse and underground hazards, products/completed operations, contractual (including this contract), and personal injury, including employees with policy limits not less than one million dollars (\$1,000,000.00) each occurrence and three million dollars (\$3,000,000.00) in the aggregate during the term of this contract. Aggregate limit shall be designated as applying to this contract. If this insurance coverage is written on a "claims made" basis, the certificate of insurance required below shall so indicate and the policy shall contain an extended reporting period provision or similar "tail" provision such that claims reported up to three (3) years beyond the date of Substantial Completion of this contract are covered. The carrying of insurance required by this contract shall not be interpreted as relieving the Contractor of any other responsibility or liability under this contract or any applicable law, statute, rule, regulation, or order.
- Contractor must provide proof of insurance to State and must add State as an additional insured with notice of cancellation. Contractor acknowledges that within thirty (30) days of contract award, Contractor and/or Contractor's subcontractors must submit proof of certificate of insurance that meets the above requirements.
- It shall be the responsibility of Contractor to require any of their Subcontractor(s) to secure the same insurance coverage as prescribed herein for the Contractor.
- 18. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE:** Contractor shall maintain during the term of this contract, workers' compensation insurance for all its employees as well as any subcontractor employees related to this contract. Worker's compensation insurance shall cover full liability under the worker's compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction.
- Contractor must provide proof of insurance to State and must add State as an additional insured with notice of cancellation. Contractor acknowledges that within thirty (30) days of contract award, the Contractor and/or Contractor's subcontractors must submit proof of certificate of insurance that meets the above requirements.
- 19. PARTICIPANTS:** This is a contract to provide the State of Utah government departments, institutions, agencies, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), and, as applicable, nonprofit organizations and agencies of the federal government with the goods and/or services described in the bid/proposal.
- 20. POLITICAL SUBDIVISION PARTICIPATION:** Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.), nonprofit organizations, and agencies of the federal government will be voluntarily determined by the political subdivisions, nonprofit organizations, and agencies of the federal government. The Contractor agrees to supply the political subdivisions, nonprofit organizations, and agencies of the federal government based upon the same terms, conditions and prices.
- 21. INDIVIDUAL CUSTOMER:** Each State agency and public entity that purchases products/services will be treated as if they were Individual Customers. Each agency and public entity will be responsible to follow the terms and conditions of the contract; and they have the same rights and responsibilities for their purchases as the State has in the contract. Contractor agrees that each state agency and public entity will be responsible for their own charges, fees, and liabilities; and the Contractor will apply the charges to each State Agency and public entity individually.
- 22. QUANTITY ESTIMATES:** The State does not guarantee to purchase any amount under the contract to be awarded. Estimated quantities are for proposing purposes only and are not to be construed as a guarantee to purchase any amount.
- 23. DELIVERY:** The prices proposed will be the delivered price to any state agency or political subdivision. Unless otherwise specified by the State, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the Buyer except as to latent defects, fraud, and Contractor's warranty obligations. The minimum shipment amount, if any, will be listed in the Contract. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered will be shipped without transportation charges.
- 24. REPORTS AND FEES:**
- 1. Administrative Fee:** Contractor agrees to provide a quarterly administrative fee to the State in the form of a Check or EFT payment. The fee will be payable to the "State of Utah Division of Purchasing" and will be sent to State of Utah, Division of Purchasing, 3150 State Office Building, Capitol Hill, PO Box 141061, Salt Lake City, UT 84114. The Administrative Fee will be the amount listed in the solicitation and will apply to all purchases (net of any returns, credits, or adjustments) made under this Contract for the period.

2. **Quarterly Reports:** Contractor agrees to provide a quarterly utilization report, reflecting net sales to the State during the associated fee period. The report will show the quantities and dollar volume of purchases by each agency and political subdivision. The report will be provided in secure electronic format and/or submitted electronically to the Utah reports email address salesreports@utah.gov.
3. **Payment and Report Schedule:** Payments and reports shall be made in accordance with the following schedule:

<u>Period End</u>	<u>Fee and Reports Due</u>
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

4. **Timely Reports and Fees:** If the Administrative Fee is not paid by the Due Date or Quarterly Reports are not received by the Due Date, then the Contractor will be in breach of the Contract, and the Contract may be canceled for cause.
25. **PROMPT PAYMENT DISCOUNT:** Contractor may quote a prompt payment discount based upon early payment; however, discounts offered for less than thirty (30) days will not be considered in making the award. Contractor shall list Payment Discount Terms on invoices. The prompt payment discount will apply to payments made with purchasing cards and checks. The date from which discount time is calculated will be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date will be the date of acceptance of the merchandise.
26. **FIRM PRICES:** Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with this solicitation must be good and firm for a period of ninety (90) days from the date of bid/proposal opening.
27. **PRICE GUARANTEE, ADJUSTMENTS:** The contract pricing resulting from this bid/proposal will be guaranteed for the period specified. Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for price adjustment must include documentation supporting the request and demonstrating a logical mathematical link between the current price and the proposed price. Any adjustment or amendment to the contract will not be effective unless approved by the State Director of Purchasing. The State will be given the immediate benefit of any decrease in the market, or allowable discount.
28. **ORDERING AND INVOICING:** Orders will be placed by the using agencies directly with the Contractor. All orders will be shipped promptly in accordance with the delivery guarantee. The Contractor will then promptly submit invoices to the ordering agency. The State contract number and the agency ordering number will appear on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices on file with the Division of Purchasing. The State has the right to adjust or return any invoice reflecting incorrect pricing.
29. **PAYMENT:** Payments are normally made within thirty (30) days following the date the order is delivered or the date a correct invoice is received, whichever is later. After sixty (60) days from the date a correct invoice is received by the appropriate State official, the Contractor may assess interest on overdue, undisputed account charges up to a maximum of the interest rate paid by the IRS on taxpayer refund claims, plus two percent, computed similarly as the requirements of Utah Code Section 15-6-3. The IRS rate is adjusted quarterly, and is applied on a per annum basis, on the invoice amount that is overdue. Payments may be made via a State of Utah (or political subdivision) "Purchasing Card" (major credit card). All payments to the Contractor will be remitted by mail, electronic funds transfer, or Purchasing Card.
30. **MODIFICATION OR WITHDRAWAL OF BIDS/PROPOSALS:** Bids/proposals may be modified or withdrawn prior to the time set for the opening of bids/proposals. After the time set for the opening of bids/proposals, no bids/proposals may be modified or withdrawn.
31. **BID/PROPOSAL PREPARATION COSTS:** The State is not liable for any costs incurred by the offeror in bid/proposal preparation.
32. **INSPECTIONS:** Goods furnished under this contract will be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or not in compliance with bid/proposal specifications, the Buyer may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part. Nothing in this paragraph will adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.
33. **INDEMNIFICATION – INTELLECTUAL PROPERTY:** Contractor warrants that any products provided by Contractor to the State under this contract, if any, including their use by the State in unaltered form, will not, to Contractor's knowledge, infringe any third party copyrights, patents or trade secrets that exist on the effective date of this contract and that arise or are enforceable under the law of the United States of America during the duration of this contract.

Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract. The parties agree that if there are any Limitations of the Contractor's Liability, including a limitation of liability for anyone for whom the Contractor is responsible, such Limitations of Liability will not apply to this section.
34. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State and Contractor each recognizes that it has no right, title or interest, proprietary or otherwise, in or to the name or any logo, or Intellectual Property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. The State and Contractor each agree that, without prior written consent of the other or as described in this contract, it shall not use the name, any logo, or Intellectual Property owned or licensed by the other.
35. **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State Director of Purchasing.

36. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract: (1) Nonperformance of contractual requirements; (2) A material breach of any term or condition of this contract. The State will issue a written notice of default providing a period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for liquidated or other damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following: (1) Exercise any remedy provided by law; (2) Terminate this contract and any related contracts or portions thereof; (3) Impose liquidated damages, if liquidated damages are listed in the contract; (4) Suspend Contractor from receiving future bid/proposal solicitations.
37. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The STATE may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
38. **HAZARDOUS CHEMICAL INFORMATION:** If required under this contract, Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the user agency. All safety data sheets and labels will be in accordance with each participating state's requirements.
39. **NON-COLLUSION:** By signing this contract, Contractor certifies that this contract has been entered into by the parties without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Solicitation, designed to limit independent proposing or competition.
40. **PUBLIC INFORMATION:** Contractor agrees that the contract, related Sales Orders, and Invoices will be public documents, and may be available for distribution. Contractor gives the State express permission to make copies of the contract, related Sales Orders, and Invoices in accordance with the State of Utah Government Records Access and Management Act (GRAMA). Except for sections identified in writing and expressly approved by the State Division of Purchasing, Contractor also agrees that the Contractor's response to the solicitation will be a public document, and copies may be given to the public under GRAMA laws. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
41. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (Section 63G-6a-2404, Utah Code, as amended).
42. **ENERGY CONSERVATION AND RECYCLED PRODUCTS:** Contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.
43. **CONFIDENTIALITY:** During the duration of this contract confidential non-public personal information and confidential information ("Confidential Information") may be disclosed to the Contractor.
1. Confidential Information includes, but is not limited to, names, social security numbers, birth dates, addresses, credit card information, financial account numbers, protected internal Federal or State business processes, policies, procedures, or practices, and information that, by its nature, would be deemed as confidential. The State reserves the right to identify, during and after the term of this contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws by the Contractor and anyone for whom the Contractor may be liable.
 2. If Confidential Information is disclosed to the Contractor, the Contractor will: (a) limit disclosure of any Confidential Information to its directors, officers, employees, agents or representatives (collectively "Representatives") who have a need to know such Confidential Information in connection with the current or contemplated business relationship between the parties to which this contract relates, and only for that purpose; (b) advise its Representatives of the proprietary nature of the Confidential Information and of the obligations set forth in this contract and require such Representatives to keep the Confidential Information confidential; (c) shall keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third parties except as otherwise agreed to in writing by the State. Contractor will promptly notify the State of any potential or actual misuse or misappropriation of Confidential Information that comes to Contractor's attention.
 3. Contractor shall be responsible for any breach of this duty of confidentiality contract by any of their officers, agents, subcontractors at any tier, and any of their respective representatives, including any required remedies and/or notifications under applicable law (Utah Code Section 13-44-101 thru 301 et al). Contractor shall indemnify, hold harmless and defend the State including anyone for whom the State is liable, from claims related to a breach of these confidentiality requirements by the Contractor or anyone for whom the Contractor is liable. This duty of confidentiality shall be ongoing and survive the term of this contract.
 4. Upon termination or expiration of this contract, Contractor will return all copies of Confidential Information to the State or certify, in writing, the destruction thereof.
 5. The State's disclosure of Confidential Information does not transfer ownership of Confidential Information or grant a license thereto to Contractor.

- 44. CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: (1) Attachment A: State of Utah Standard Terms and Conditions; (2) State of Utah Contract Signature Page(s); (3) Additional State Terms and Conditions, if any; and (4) Contractor Terms and Conditions, if any. The terms and conditions contained in Attachment A: State Of Utah Standard Terms and Conditions will be given precedence over any provisions including, but not limited to, limitation of liability, indemnification, standard of care, insurance, or warranty, and will not be nullified by an exception created by a more specific terms elsewhere in the contract.
- 45. LOCAL WAREHOUSE AND DISTRIBUTION:** Contractor will maintain a reasonable amount of stock warehoused in the State of Utah for immediate or emergency shipments. Shipments are to be made in the quantities as required by the various ordering agencies. Orders for less than the minimum specified amount will have transportation charges prepaid by the Contractor and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered will be shipped without charge.
- 46. CONTRACT INFORMATION:** Contractor understands that pursuant to Section 63G-6a-402(6), Utah Code, as amended, requires the issuing procurement unit, as described in Section 63G-6a-103(26), for the duration of any contract, to make available contact information of the winning contractor to the Department of Workforce Services in accordance with Section 35A-2-203, Utah Code, as amended. This requirement does not preclude Contractor from advertising job openings in other forums throughout the State.
- 47. WAIVER:** No waiver by the State or Contractor of any default shall constitute a waiver of the same default at a later time or of a different default.
- 48. ENTIRE AGREEMENT:** This contract, including all Attachments, and documents incorporated hereunder, and the related State Solicitation constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of this contract shall supersede any additional or conflicting terms or provisions that may be set forth or printed on the Contractor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of the Contractor that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of the State. The parties agree that the terms of this contract shall prevail in any dispute between the terms of this contract and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this contract.

If services are applicable to this contract, the following additional terms and conditions apply:

- 49. TIME:** Contractor shall complete the scope of services work in a manner to achieve any milestones identified in the procurement documents related to this contract and the attachments to this contract. The full scope of services work shall be completed by any applicable deadline stated in the solicitation.
- 50. TIME IS OF THE ESSENCE:** For all work and services under this contract, time is of the essence and Contractor shall be liable for all damages to the State and anyone for whom the State may be liable, as a result of the failure to timely complete the scope of work required under this contract.
- 51. CHANGES IN SCOPE:** Any changes in the scope of the services to be performed under this contract shall be in the form of a written amendment to this contract, mutually agreed to and signed by duly authorized representatives of both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of services.
- 52. OWNERSHIP IN DELIVERABLES:** Contractor agrees that any deliverables that result from the services it performs for State under the contract, to the extent to which it is eligible under copyright law in any country, shall be deemed a work made for hire, such that all right, title and interest in the work and deliverables reside with the State. To the extent any deliverables are deemed not to be, for any reason whatsoever, work made for hire, Contractor agrees to assign and hereby assigns all right, title, and interest, including but not limited to, copyright, patent, trademark, and trade secret, to such deliverables, and all extensions and renewals thereof, to the State. Contractor further agrees to provide all assistance reasonably requested by State in the establishment, preservation and enforcement of its rights in such deliverables, or subsequent amendments or modifications to such work and deliverables, without any additional compensation to Contractor. Contractor agrees to waive, and hereby, to the extent permissible, waives, all rights relating to such deliverables, or subsequent amendments or modifications to such work and deliverables, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use.
- 53. PERFORMANCE EVALUATION:** The State may conduct a performance evaluation of the Contractor's services, including specific personnel of the Contractor. References in the contract to Contractor shall include Contractor, Contractor's subcontractors, or subconsultants at any tier, if any. Results of any evaluation will be made available to the Contractor.
- 54. ADDITIONAL INSURANCE:** In addition to the insurance requirements described in Sections 17 and 18 of this contract, and to protect against liability, loss and/or expense in connection with Contractor's performance of services described under this contract, the Contractor shall obtain and maintain in force during the entire period of this contract without interruption, at its own expense, additional insurance as listed below from insurance companies authorized to do business in the State.
1. The following are minimum coverages that may be in addition to the required insurance requirements of this contract:
 - (1) Professional liability insurance in the amount as described in the solicitation for this Contract, if applicable.
 - (2) Any other insurance, including Comprehensive Automobile Insurance, described in the solicitation for this Contract, if applicable.
 - (3) Any type of insurance or any increase of limits of liability not described in this contract which the Contractor requires for its own protection or on account of any statute, rule, or regulation shall be its own responsibility, and shall be provided at Contractor's own expense.

2. The carrying of insurance required by this contract shall not be interpreted as relieving the Contractor of any other responsibility or liability under this contract or any applicable law, statute, rule, regulation, or order.
3. Within thirty (30) days of contract award, the Contractor and/or Contractor's subcontractors must submit proof of certificate of insurance that meets the above requirements.
55. **STANDARD OF CARE:** The services of Contractor and its subcontractors and subconsultants at any tier, if any, shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude and complexity of the services that are the subject of this contract. The Contractor shall be liable to the State for claims, liabilities, additional burdens, penalties, damages or third party claims (i.e. another Contractor's claim against the State), to the extent caused by wrongful acts, errors or omissions that do not meet this standard of care.
56. **STATE REVIEWS:** The right of the State to perform plan checks, plan reviews, other reviews and/or comment upon the services of the Contractor, as well as any approval by the State, shall not be construed as relieving the Contractor from its professional and legal responsibility for services required under this contract. No review by the State or any entity/user, approval or acceptance, or payment for any of the services required under this contract shall be construed to operate as a waiver by the State of any right under this contract or of any cause of action arising out of the performance or nonperformance of this contract, and the Contractor shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the wrongful acts, errors and/or omissions of the Contractor or its subcontractors or subconsultants at any tier, if any.

(Revision date: 16 September 2014)

**Invitation for Bid
State of Utah "Best Value" Cooperative Contract for
Business Cards
Solicitation #MP15028**

Attachment B- Business Card Specifications

PRICING:

All pricing is to be submitted on Attachment C- Price Sheet. Prices quoted shall be net including transportation/delivery charges fully prepaid by the seller, F.O.B. destination. No additional charges will be allowed for packing or partial delivery costs. Inside delivery will be a requirement of this contract. No additional charge is allowed for inside delivery.

PRICE INCREASE ADJUSTMENTS:

Price adjustments may be allowed, after the guarantee period, only in the event the contractor's mill increases paper prices to contractor. Increase will only be considered if the amount of increase does not exceed the amount by which the mill has increased its cost to the contractor. The contractor must submit, for each increase request, a letter signed by an authorized representative of the mill certifying the increase in cost. The Division of Purchasing reserves the right to require additional supporting information on any request for increase. The State of Utah will be given the immediate benefit of any price decreases in paper prices.

It is understood and agreed in the event of a reduction in the manufacturer's price, the State of Utah will be given the full benefit of such decline in price immediately upon effective date of reduction.

SAMPLES OF PRODUCTS:

Samples of printed business cards, similar in nature to this request, must be submitted AND received by the posted Due Date and Time. The State of Utah has the option of examining and judging samples for quality acceptability.

QUALITY SPECIFICATIONS:

Business cards supplied to the State shall be free from ink smudges, lint, dirt, slime spots, wrinkles, folds, scuff marks, curling and dog ears. Paper must be flat, squarely cut and free from knife markings and ragged or torn edges. The State reserves the right to reject cards that display these or related problems, any old stock, or any paper not conforming to the specifications as outlined in this bid.

The printing and workmanship of all printing furnished under this contract must be of "first class" quality. First class shall include but not be limited to:

- 1) Colors are strong and not faded,
- 2) Printing is sharp and in register,
- 3) Trims square, dimensions vary plus or minus 1/32 inch.

ORDERING:

Agencies will order product on an as needed basis.

Contractor must be able to accept orders via e-mail, fax and primarily through an online/electronic ordering system (**required**). The contractor **must** have an Online/Electronic ordering system in order to place a bid for this solicitation. This system must at least allow customers to set up accounts and place their orders online, and acceptance of online proofs is preferable.

Bidders must provide details of their online/electronic ordering system with their bid.

DELIVERY REQUIREMENTS:

Business cards must be delivered to the location specified on the agency order form within the number of working days authorized, in adherence to the following:

"Working days" shall be defined as Monday through Thursday of each week exclusive of all official State holidays. Delivery or transportation expenses are the responsibility of the contractor.

Inside delivery will be required. Contractor must have the capability to deliver orders to a specific office within a building where ordering agency is located. Inside delivery must include delivery to multiple offices within the same building.

Delivery time will be between the hours of 8:00 AM and 5:00 PM, Monday through Thursday, State Agencies & Monday through Friday for other entities (except State holidays).

The maximum number of days required to complete a production order should not exceed 7 calendar days. The time proofs are in agency's possession will not count as production time. Agency will normally hold proof no longer than 1 day.

If the contractor exceeds the delivery time for a normal delivery, the contractor may be charged late charges. Liquidated damages imposed by the State against the contractor for failure to meet delivery schedule will be 2% of the invoice amount for each working day beyond the specified delivery time. The contractor shall be relieved of delays due to causes beyond its control such as acts of God, national emergency, strikes or fire. The State will assess penalties for late delivery in all cases except those that relate to causes beyond the contractor's control. The contractor must notify the ordering agency, in writing, on a timely basis, of such developments stating reason, justification and extent of delay.

PROOFS:

Orders requiring multiple proofs correcting authors alterations will be allotted additional time. Orders requiring a proof to correct contractor's errors will be counted as production time.

If proofs are sent via facsimile, the contractor must make sure that the transmittal copy is clear and legible (i.e. Contractor may choose to enlarge proof) in order for the ordering agency to determine accuracy of the proof. A statement should appear on the proof indicating that if any of the information is not legible, contact contractor for a new proof copy to be sent.

Acceptance of online proofs, through the online/electronic ordering system is required. Bidders must provide details of their system's ability to do this.

CANCELLATION OF AN ORDER:

If an order is cancelled, without cause, the contractor will be compensated for all materials used and all work completed on the order prior to request for cancellation under the pricing provisions specified herein. The ordering agency shall notify the contractor at the earliest possible moment of its intent to request cancellation.

Contractor will be required to document in writing to agency, all materials used and work completed at point of cancellation.

OBLIGATIONS OF CONTRACTOR:

- The contractor must have available a local representative who can provide the State with technical assistance when requested. Please include the name of the representative along with full contact information as an attachment to your bid response.
- The contractor must assist the State with suggestions for design and layout of business cards in the most efficient manner to the State i.e. cost and time savings. If at any time it is learned that the contractor has intentionally directed the State in a matter, which has unnecessarily cost the State additional money, the contract may be cancelled and the contractor may be suspended or debarred from doing further business with the State.
- There will be no return fees for inaccuracies or other errors on the part of the Contractor. **Bidders must describe their return policy.**
- Bidder must ensure that any defects in design, workmanship or materials that would result in non-compliance with the product requirements are fully corrected by the Contractor at no cost to the State.
- Bidder must bear the cost to replace or repair products damaged during transportation and delivery.

SPECIFICATIONS

PAPER:

Paper stock must be as indicated below, or an approved equal. **If bidding a paper stock other than specified, you must submit a sample of each paper with bid.**

Recycled papers offered must be in compliance with the provisions of the Federal Resource Conservation and Recovery Act (RCA). All recycled paper bids must be guaranteed to perform satisfactorily for the use or purpose intended. Contractor will be required to print recycled logo on business cards if requested by agency. Contractor will give ordering agency the option to have recycled logo printed on cards at time of ordering.

SIZE: 3-1/2" X 2" Standard

ORDER QUANTITIES: 500 each delivered or 1000 each delivered.

STANDARD PRINT FORMAT OPTIONS:

Format 1: RESERVED FOR USE BY THE GOVERNOR'S AND ATTORNEY GENERAL'S OFFICE ONLY:

- Gold Foil "State of Utah" Seal (approx. center of card), with Black Thermography type, printed on 80# Linen Natural or Vellum Cream stock.

Format 2: STANDARD CARD FOR USE BY ALL OTHER STATE AGENCIES:

- Two color, Blue PMS647 "State of Utah" Seal (approx. center of card) with Black Thermography, printed on 80# Vellum White or Linen White stock.

Format 3: ADDITIONAL OPTIONS FOR POLITICAL SUBS. OR STATE SPECIALTY CARDS ONLY:

- One to three colors of ink, Thermography.

Ink Colors:

Black	Red PMS185	Brown PMS469	Rhodamine Red
Gold PMS873	Gray PMS423	Blue PMS647	Gray PMS423Teal
PMS321	Process Blue	Green PMS568	Silver PMS877
Reflex Blue	Green PMS355	Burgundy PMS221	

Business cards gold foil (all 80# stock):

-Vellum White; Linen White; Linen Soft White; -Linen Ivory; or an approved equal.

Business cards with no gold foil (all 80# stock):

-Vellum to include all colors
 -Linen to include all colors
 -Laid to include all colors
 -Parch to include all colors

-Fibertone to include all colors

In addition to the above, a State entity or political subdivision may order specialty business cards which require logos with tight registration, PMS Colors, and two or more colors of ink.

Bidders must indicate the minimum guaranteed usage per year in order to set up a shell, for the printing of these business cards, produced at the same cost as the standard cards listed above for sets of 500 and 1000.

Contractor will be required to assist ordering entity with following proper State guidelines for business card print options (i.e. a State agency can't have gold foil unless they are a part of the Governor's or Attorney General's Office).

All state agencies are required to adhere to the standard business cards unless special written approval from the Governor's Office is provided. It is the responsibility of the contractor to ensure that the guidelines are followed. Failure to do so will result in inappropriately printed cards being returned to contractor at no cost.

Bid Response

Requirements: Bidder must provide the following items as part of their bid response:

1. **PRICING-** All pricing is to be submitted on Attachment C- Price Sheet.
2. **SAMPLES-** Samples of printed business cards, similar in nature to this request, **must be submitted AND received by the posted Due Date and Time.**

Samples must be received by the Due Date and Time.
3. **ORDERING SYSTEM DETAILS-** Bidder must Provide details of your online/electronic ordering system with your bid.
4. **ONLINE PROOF ACCEPTANCE-** Bidder must provide details of their system's ability to do acceptance of online proofs, through their online/electronic ordering system.
5. **RETURN POLICY-** Bidder must describe their return policy.
6. **SHELL SETUP MINIMUM-** Bidder must indicate the minimum guaranteed usage per year in order to set up a shell, for the printing of these business cards, produced at the same cost as the standard cards listed above for sets of 500 and 1000.

**Invitation for Bid
State of Utah "Best Value" Cooperative Contract for
Business Cards
Solicitation #MP15028**

Attachment C- Price Sheet

1. Virgin Paper

2. Recycled Paper

(Equal specifications to the above specified virgin paper with minimum "waste paper" content as defined by the current EPA guidelines including both pre-consumer and post-consumer waste)

Bidders must bid all items.

STANDARD PRICING TO INCLUDE:

- **INKS AND FOILS:**
 - 2 color thermo and up to nine lines of type
 - 1 color thermo and up to nine lines of type
 - 1 color gold foil and one color of ink thermo with up to nine lines of type
- **MINIMUM ORDER:**

The minimum order quantity is one (1) name requiring 500 cards.
- **LOGO DIES:**

The Great Seal of the State of Utah

 - Approximately 3/4" diameter to be in Gold Foil
 - Approximately 5/8" diameter in Blue
- **PACKAGING:**

Cards must be boxed 500 or 1,000 per box.

Submitted by: _____

REGION (specify or ALL): _____

(Note: for pricing different per region, please submit multiple forms)

1. STANDARD PRICES (per name): Virgin Paper

	500 Cards	1000 Cards
2 Color	\$ _____	\$ _____
2 Color with backside printing	\$ _____	\$ _____
Full Color	\$ _____	\$ _____
Full Color 2 sided	\$ _____	\$ _____

2. STANDARD PRICES (per name): Recycled Paper

	500 Cards	1000 Cards
2 Color	\$ _____	\$ _____
2 Color with backside printing	\$ _____	\$ _____
Full Color	\$ _____	\$ _____
Full Color 2 sided	\$ _____	\$ _____

ADDITIONAL CHARGES:

- Additional lines of type over nine: \$ _____ /line
- Logo other than or in addition to State Seal: \$ _____ /logo
- Screens: \$ _____ each
- One or more additional colors (other than standard ink colors): \$ _____ /color
- Proof charge, per name if requested: \$ _____ /name
- Online proofing (through online ordering system) \$ _____ /name
- PMS Ink colors other than standards indicated: \$ _____ per _____
- Minimum Guaranteed Usage per year to set up shell for specialty cards: _____ cards per year



ADDENDUM 1

State of Utah "Best Value" Cooperative Contract for Business Cards Solicitation #MP15028

Item 1:

Document "MP15028- Attachment B- Business Card Specifications" has been revised as of 01-12-2015.

The "Delivery Requirements" section inadvertently contained old specification language as follows:

DELIVERY REQUIREMENTS:

Business cards must be delivered to the location specified on the agency order form within the number of working days authorized, in adherence to the following:

"Working days" shall be defined as Monday through Friday of each week exclusive of all official State holidays. Delivery or transportation expenses are the responsibility of the contractor.

Inside delivery will be required. Contractor must have the capability to deliver orders to a specific office within a building where ordering agency is located. Inside delivery must include delivery to multiple offices within the same building.

Delivery time will be between the hours of 8:00 AM and 5:00 PM, Monday through Thursday, State Agencies & Monday through Friday for other entities (except State holidays).

This section has now been revised to read as follows:

DELIVERY REQUIREMENTS:

Business cards must be delivered to the location specified on the agency order form within the number of working days authorized. "Working days" shall be defined as Monday through Friday of each week exclusive of all official State holidays. Delivery or transportation expenses are the responsibility of the contractor.

Question and Answers for Bid #MP15028 - State Cooperative Contract for Printing of Business Cards

OVERALL BID QUESTIONS

Question 1

We would like to know what is the options on delivery to said offices, when offices could be anywhere in the state, in any city or town etc.? If shipping to those outside areas, we can't very well deliver the cards to the appropriate office? (Submitted: Jan 12, 2015 11:07:46 AM MST)

Answer

- ADDENDUM 1 has just been released addressing this issue. Document "MP15028- Attachment B- Business Card Specifications" has been revised as of 01-12-2015. The "Delivery Requirements" section inadvertently contained old specification language. This section has now been revised to read as follows:

DELIVERY REQUIREMENTS:

Business cards must be delivered to the location specified on the agency order form within the number of working days authorized. "Working days" shall be defined as Monday through Friday of each week exclusive of all official State holidays. Delivery or transportation expenses are the responsibility of the contractor.

(Answered: Jan 12, 2015 1:29:20 PM MST)

Question 2

Can you give an annual usage per version.
For print of 1 side and 2? (Submitted: Jan 13, 2015 11:30:38 AM MST)

Answer

- Unfortunately, there is no breakout per version available. (Answered: Jan 13, 2015 12:16:03 PM MST)

Question 3

In regards to your Thermography, this step is a very limiting variable to vendors! It means that every step of the process of printing your cards will go out of state to be manufactured. If the foil stamping was the only specialty step for these cards, the full manufacturing of these cards can be done within the State Of Utah. If any vendor is telling you this will be all completed in the State Of Utah (for our workers and businesses to be getting the business they should get) it just isn't the truth. Our last business that could produce Thermography was shut down last year. We could maybe do embossing instead? (Submitted: Jan 14, 2015 10:22:21 AM MST)

Answer

- The specifications for this solicitation are for Thermographic cards, as other business cards have historically been produced by Utah's Correctional Industries.

Utah Law (Utah Procurement Code) specifies that awards for a bid go to "the lowest responsive and responsible bidder who meets the objective criteria described in the invitation for bids". There is no provision for a requirement for Utah only vendors. (Answered: Jan 14, 2015 11:33:20 AM MST)